

**RESOLUTION NO. 20160623-025**

**WHEREAS**, in 1995 the Texas Legislature amended Chapter 143 of the Texas Local Government Code to allow the City of Austin to negotiate and enter into written agreements with firefighters and police officers regarding wages, salaries, rates of pay, hours of work, and other terms and conditions of employment or other personnel issues; and

**WHEREAS**, in 2011 the Texas Legislature amended Chapter 143 of the Texas Local Government Code to allow the City of Austin to negotiate and enter into written agreements with emergency medical services personnel regarding wages, salaries, rates of pay, hours of work, and other terms and conditions of employment or other personnel issues; and

**WHEREAS**, the Austin-Travis County EMS Employees Association was properly designated and recognized as the sole and exclusive bargaining agent for all emergency medical services personnel covered by the Meet and Confer statute; and

**WHEREAS**, in 2013 negotiation teams for the City of Austin and the Austin-Travis County EMS Employees Association engaged in negotiations and reached an agreement and submitted it to the Association membership and City Council for ratification; and

**WHEREAS**, the Austin-Travis County EMS Employees Association membership ratified the Agreement by a majority vote and the Austin City Council ratified the Agreement by a majority vote of Council on September 26, 2013; and

**WHEREAS**, the Agreement became effective on October 1, 2013; and

**WHEREAS**, the City of Austin and the Association agree that the current Meet and Confer Agreement should be amended to further advance the hiring, transfer, and promotion of emergency medical service personnel, thereby enhancing the level of emergency medical services provided to the City of Austin and Travis County; and

**WHEREAS**, the Austin-Travis County EMS Employees Association and the City of Austin agreed to negotiate amendments to the current Agreement to establish a framework for the hiring, transfer, and promotion of emergency medical service personnel; and

**WHEREAS**, the Austin-Travis County EMS Employees Association and the City of Austin engaged in negotiations to amend the existing Agreement and agreed upon amendments to the Agreement that were submitted to the membership of the Austin-Travis County EMS Employees Association and the Austin City Council for approval; and

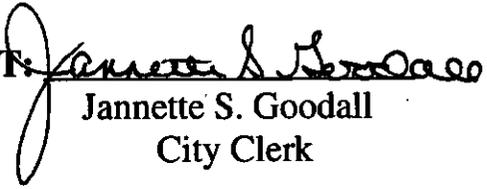
**WHEREAS**, the Austin-Travis County EMS Employees Association membership ratified the Agreement by a majority vote; **NOW, THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

The City Council ratifies the Amendment to the Meet and Confer Agreement with the Austin-Travis County EMS Employees Association in the form of attached Exhibit "A," to be effective on June 23, 2016, and authorizes the City Manager to execute the Amendment to the Agreement.

**ADOPTED:** June 23, 2016

**ATTEST:**

  
Jannette S. Goodall  
City Clerk

**AMENDMENT TO AGREEMENT**

**BETWEEN**

**THE CITY OF AUSTIN**

**AND**

**THE AUSTIN-TRAVIS COUNTY  
EMS EMPLOYEE ASSOCIATION**



1           ~~(2) A Medic I is not eligible for out of class assignment into the Medic II rank.~~

2  
3           **c) Written Examination**

4           The Medic II - Field written promotional exam will be conducted in accordance with  
5 this Article. Candidates who pass the written promotional examination with a minimum score  
6 determined and validated by the third party consultant, before the addition of seniority and/or  
7 education points, if any, and shall be determined to have passed the examination, will proceed to  
8 the next step of the examination process, which may include an optional Technical Skills  
9 Evaluation.

10  
11           **d) Optional Technical Skills Evaluation**

12           (1) If included, the Technical Skills Evaluation will be developed by a third party  
13 consultant chosen by the Chief from a list generated by the Director of Civil Service. The  
14 Technical Skills Evaluation exercises shall be based on job content and responsibility. The  
15 Technical Skills Evaluation may include a scenario based assessment. The Consultant shall  
16 make all final decisions concerning the design and implementation of the Technical Skills  
17 Evaluation.

18  
19           (2) To remain in the process, all candidates must complete the Technical Skills  
20 Evaluation, which may be administered on the same day or consecutive days depending on the  
21 number of qualified applicants. There is no minimum passing score on the Technical Skills  
22 Evaluation.

23  
24           (3) Nothing in the Technical Skills Evaluation process may be appealed either to the  
25 Civil Service Commission, a Hearing Examiner, or to District Court.

26  
27           **e) Seniority**

28           Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be  
29 added to the written exam score, equivalent to one (1) point per year of continuous service prior  
30 to date of the examination, which shall be prorated for partial years.

31  
32           **f) Education**

33           (1) The following education points shall be added to each candidates score. These  
34 points shall only be added to the Written Examination, and shall only apply to college degrees or  
35 college credit from an accredited college or university. An accredited college or university is an  
36 institution of higher education that is accredited or authorized by the Southern Association of  
37 Colleges and Schools, the Middle States Association of Colleges and Schools, the New England  
38 Association of Schools and Colleges, the North Central Association of Colleges and Schools, the  
39 Northwest Association of Schools and Colleges, or the Western Association of Schools and  
40 Colleges. No cumulative points shall be allowed for more than one degree or college credits.

41                   (i) Add 0.5 point for 60 college credits

42                   (ii) Add 1.0 point for Bachelor Degree

43                   (iii) Add 2.0 points for Masters Degree

(2) It is the responsibility of the candidate seeking education points to ensure that the Human Resource Section of the Department has the necessary supporting documentation for education points. The documentation must be received by the HR Section no later than 5:00 p.m. on the seventh (7<sup>th</sup>) business day before the written examination is administered. No education points will be counted unless proper documentation is timely received.

**g) Scoring**

(1) If a Technical Skills Evaluation is included in the promotional process cycle for the rank of Medic II - Field, the eligibility list shall be calculated as follows:

<u>Written Examination Points:</u> (See Section 9)		<u>Technical Skills Evaluation</u>	
Maximum Exam Points	100	Maximum Points	100
Maximum Education Points	2		
Maximum Seniority Points	<u>+ 10</u>		
Total Maximum Points	112	Total Maximum Points	100

**PROMOTION ELIGIBILITY LIST FORMULA  
MEDIC II – FIELD**

$$\begin{aligned}
 & (\text{Written Exam Points} + \text{Education Points} + \text{Seniority Points}) \div 112 \times 100 \times .70 \text{ (Adjustment Factor)} \\
 & \quad + \\
 & \quad (\text{Technical Skills}) \times .30 \text{ (Adjustment Factor)} \\
 & \quad = \\
 & \quad \text{Total Points for Promotion List**}
 \end{aligned}$$

\*\*Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tie-breaking rules will be applied if necessary.

(2) If a Technical Skills Evaluation is not included in the promotional process cycle, the eligibility list shall be calculated as follows:

<u>Written Examination Points:</u> (See Section 9)	
Maximum Exam Points	100
Maximum Education Points	2
Maximum Seniority Points	<u>+ 10</u>
Total Maximum Points	112

1  
2 **Section 2. Captain - Field**

3 **a) Promotional Procedure for Captain - Field**

4 Positions in the classification of Captain - Field shall be filled from an eligibility list  
5 created by a promotional procedure consisting of a written examination and an Assessment  
6 Center conducted in accordance with this Article.

7  
8 **b) Eligibility**

9 Except as provided by Section 8 of this Article, each promotional examination for the  
10 classification of Captain - Field shall be only open to each Medic II - Field who has continuously  
11 held that classification for at least two years immediately before the examination.

12  
13 **c) Written Examination**

14 The Captain - Field written promotional exam will be conducted in accordance with  
15 this Article. Candidates who pass the written promotional examination with a minimum score  
16 determined and validated by the third party consultant, before the addition seniority points, will  
17 proceed to the next step of the examination process, which is an Assessment Center.

18  
19 **d) Assessment Center**

20 The Captain - Field Assessment Center will be conducted in accordance with this  
21 Article.

22  
23 **e) Seniority**

24 Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be  
25 added to the written exam score, equivalent to one (1) point per year of continuous service prior  
26 to date of the examination, which shall be prorated for partial years.

27  
28 **f) Education**

29 (1) The following education points shall be added to each candidate's score. These  
30 points shall only be added to the Assessment Center score, and shall only apply to college  
31 degrees or college credit from an accredited college or university. An accredited college or  
32 university is an institution of higher education that is accredited or authorized by the Southern  
33 Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the  
34 New England Association of Schools and Colleges, the North Central Association of Colleges  
35 and Schools, the Northwest Association of Schools and Colleges, or the Western Association of  
36 Schools and Colleges. No cumulative points shall be allowed for more than one degree or  
37 college credits.

38 (i) Add 0.5 point for 60 college credits

39 (ii) Add 1.0 point for Bachelor Degree

40 (iii) Add 2.0 points for Masters Degree

41  
42 (2) It is the responsibility of the candidate seeking education points to ensure that the

1 Human Resource Section of the Department has the necessary supporting documentation for  
 2 education points. The documentation must be received by the HR Section no later than 5:00  
 3 p.m. on the seventh (7<sup>th</sup>) business day before the written examination is administered. No  
 4 education points will be counted unless proper documentation is timely received.

5  
 6 **g) Scoring**

7 After the Assessment Center scoring has been completed for the rank of Captain -  
 8 Field the eligibility list shall be calculated as follows:

<u>Written Examination Points:</u>		<u>Technical Skills Evaluation</u>	
(See Section 9)			
Maximum Exam Points	100	Maximum Points	100
Maximum Education Points	2		
Maximum Seniority Points	+ 10		
Total Maximum Points	112	Total Maximum Points	100

16  
 17  
 18  
 19 **PROMOTION ELIGIBILITY LIST FORMULA**  
 20 **CAPTAIN - FIELD**

21 (Written Exam Points + Seniority Points) ÷ 110 x 100 x .60 (Adjustment Factor)  
 22 +  
 23 (Assessment Center Points + Education Points) ÷ 102 x 100 x .40 (Adjustment Factor)  
 24 =  
 25 Total Points for Promotion List\*\*

26 \*\*Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service  
 27 tiebreaking rules will be applied if necessary.

28 **Section 3. Commander - Field**

29 **a) Promotional Procedure for Commander - Field**

30 Positions in the classification of Commander - Field shall be filled from an eligibility  
 31 list created by a promotional procedure consisting of a written examination and an Assessment  
 32 Center conducted in accordance with this Article.

33  
 34 **b) Eligibility**

35 Except as provided by Section 8 of this Article, each promotional examination for the  
 36 classification of Commander - Field shall be only open to each Captain - Field who has  
 37 continuously held that classification for at least two years immediately before the examination.

38  
 39 **c) Written Examination**

40 The Commander - Field written promotional exam will be conducted in accordance

1 with this Article. Candidates who pass the written promotional examination with a minimum  
2 score determined and validated by the third party consultant, before the addition of seniority  
3 points, will proceed to the next step of the examination process, which is an Assessment Center.

4  
5 **d) Assessment Center**

6 The Commander - Field Assessment Center will be conducted in accordance with this  
7 Article.

8  
9 **e) Seniority**

10 Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be  
11 added to the written exam score, equivalent to one (1) point per year of continuous service prior  
12 to date of the examination, which shall be prorated for partial years.

13  
14 **f) Education**

15 (1) The following education points shall be added to each candidate's score. These  
16 points shall only be added to the Assessment Center score, and shall only apply to college  
17 degrees from an accredited college or university. An accredited college or university is an  
18 institution of higher education that is accredited or authorized by the Southern Association of  
19 Colleges and Schools, the Middle States Association of Colleges and Schools, the New England  
20 Association of Schools and Colleges, the North Central Association of Colleges and Schools, the  
21 Northwest Association of Schools and Colleges, or the Western Association of Schools and  
22 Colleges. No cumulative points shall be allowed for more than one degree.

23 (i) Add 2.0 point for Bachelor Degree

24 (ii) Add 4.0 points for Masters Degree

25  
26 (2) It is the responsibility of the candidate seeking education points to ensure that the  
27 Human Resource Section of the Department has the necessary supporting documentation for  
28 education points. The documentation must be received by the HR Section no later than 5:00  
29 p.m. on the seventh (7<sup>th</sup>) business day before the written examination is administered. No  
30 education points will be counted unless proper documentation is timely received.

31  
32 **g) Scoring**

33 After the Assessment Center scoring has been completed for the rank of Commander  
34 Field, the eligibility list shall be calculated as follows:

35  
36 **Written Examination Points:**

37 (See Section 9)

38 Maximum Exam Points 100  
39 Maximum Seniority Points + 10  
40 Total Maximum Points 110

36 **Technical Skills Evaluation**

38 Maximum Points 100  
39 Maximum Education Points + 4  
40 Total Maximum Points 104



1 Evaluation, which may be administered on the same day or consecutive days depending on the  
2 number of qualified applicants. There is no minimum passing score on the Technical Skills  
3 Evaluation.

4  
5 (3) Nothing in the Technical Skills Evaluation process may be appealed either to the  
6 Civil Service Commission, a Hearing Examiner, or to District Court.

7  
8 **e) Seniority**

9 Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be  
10 added to the written exam score, equivalent to one (1) point per year of continuous service prior  
11 to date of the examination, which shall be prorated for partial years.

12  
13 **f) Education**

14 (1) The following education points shall be added to each candidate's exam score.  
15 These points shall only be added to the Written Examination, and shall only apply to college  
16 degrees from an accredited college or university. An accredited college or university is an  
17 institution of higher education that is accredited or authorized by the Southern Association of  
18 Colleges and Schools, the Middle States Association of Colleges and Schools, the New England  
19 Association of Schools and Colleges, the North Central Association of Colleges and Schools, the  
20 Northwest Association of Schools and Colleges, or the Western Association of Schools and  
21 Colleges. No cumulative points shall be allowed for more than one degree or college credits.

22 (i) Add 0.5 point for 60 college credits

23 (ii) Add 1.0 point for Bachelor Degree

24 (iii) Add 2.0 points for Masters Degree

25  
26 (2) It is the responsibility of the candidate seeking education points to ensure that the  
27 Human Resource Section of the Department has the necessary supporting documentation for  
28 education points. The documentation must be received by the HR Section no later than 5:00  
29 p.m. on the seventh (7<sup>th</sup>) business day before the written examination is administered. No  
30 education points will be counted unless proper documentation is timely received.

31  
32 **g) Scoring**

33 (1) If a Technical Skills Evaluation is included in the promotional process cycle for  
34 the rank of Medic II - Communications, the eligibility list shall be calculated as follows:

35  
36 **Written Examination Points:**

37 (See Section 9)

38 Maximum Exam Points 100  
39 Maximum Education Points 2  
40 Maximum Seniority Points + 10  
41 Total Maximum Points 112

36 **Technical Skills Evaluation**

37 Maximum Points 100  
40 Total Maximum Points 100

1  
2 **PROMOTION ELIGIBILITY LIST FORMULA**  
3 **MEDIC II - COMMUNICATIONS**

4 (Written Exam Points + Education Points + Seniority Points) ÷ 112 x 100 x .70 (Adjustment  
5 Factor)  
6 +  
7 (Technical Skills) x .30 (Adjustment Factor)  
8 =  
9 Total Points for Promotion List\*\*

10  
11 \*\*Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tie-  
12 breaking rules will be applied if necessary.

13 (2) If a Technical Skills Evaluation is not included in the promotional process  
14 cycle, the eligibility list shall be calculated as follows:

15 **Written Examination Points:**  
16 (See Section 9)

17 Maximum Exam Points 100  
18 Maximum Education Points 2  
19 Maximum Seniority Points + 10  
20 Total Maximum Points 112  
21

22 **Section 5. Captain - Communications**

23 **a) Promotional Procedure for Captain - Communications**

24 Positions in the classification of Captain - Communications shall be filled from an  
25 eligibility list created by a promotional procedure consisting of a written examination and an  
26 Assessment Center conducted in accordance with this Article.  
27

28 **b) Eligibility**

29 Except as provided by Section 8 of this Article, each promotional examination for the  
30 classification of Captain - Communications shall be only open to each Medic II -  
31 Communications who has continuously held that classification for at least two years immediately  
32 before the examination.  
33

34 **c) Written Examination**

35 The Captain - Communications written promotional exam will be conducted in  
36 accordance with this Article. Candidates who pass the written promotional examination with a  
37 minimum score determined and validated by the third party consultant, before the addition of  
38 seniority points, will proceed to the next step of the examination process, which is an  
39 Assessment Center.  
40

1 **d) Assessment Center**

2 The Captain - Communications Assessment Center will be conducted in accordance  
3 with this Article.

4  
5 **e) Seniority**

6 Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be  
7 added to the written exam score, equivalent to one (1) point per year of continuous service prior  
8 to the date of the examination, which shall be prorated for partial years.

9  
10 **f) Education**

11 (1) The following education points shall be added to each candidate's score. These  
12 points shall only be added to the Assessment Center score, and shall only apply to college  
13 degrees from an accredited college or university. An accredited college or university is an  
14 institution of higher education that is accredited or authorized by the Southern Association of  
15 Colleges and Schools, the Middle States Association of Colleges and Schools, the New England  
16 Association of Schools and Colleges, the North Central Association of Colleges and Schools, the  
17 Northwest Association of Schools and Colleges, or the Western Association of Schools and  
18 Colleges. No cumulative points shall be allowed for more than one degree or college credits.

19 (i) Add 0.5 point for 60 college credits

20 (ii) Add 1.0 point for Bachelor Degree

21 (iii) Add 2.0 points for Masters Degree

22  
23 (2) It is the responsibility of the candidate seeking education points to ensure that the  
24 Human Resource Section of the Department has the necessary supporting documentation for  
25 education points. The documentation must be received by the HR Section no later than 5:00  
26 p.m. on the seventh (7<sup>th</sup>) business day before the written examination is administered. No  
27 education points will be counted unless proper documentation is timely received.

28  
29 **g) Scoring**

30 After the Assessment Center scoring has been completed for the rank of Captain -  
31 Communications, the eligibility list shall be calculated as follows:

32 **Written Examination Points:**

33 (See Section 9)

34 **Assessment Center:**

35	Maximum Exam Points	100	Maximum Points	100
36	Maximum Seniority Points	<u>+ 10</u>	Maximum Education Points	<u>+ 2</u>
37	Total Maximum Points:	110	Total Maximum Points	102

1 **PROMOTION ELIGIBILITY LIST FORMULA**  
2 **CAPTAIN - COMMUNICATIONS**

3 (Written Exam Points + Seniority Points) ÷ 110 x 100 x .60 (Adjustment Factor)  
4 +  
5 (Assessment Center Points + Education Points) ÷ 102 x 100 x .40 (Adjustment Factor)  
6 =  
7 Total Points for Promotion List\*\*

8 \*\*Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service  
9 tiebreaking rules will be applied if necessary.

10  
11 **Section 6. Commander – Communications**

12 **a) Promotional Procedure for Commander - Communications**

13 Positions in the classification of Commander - Communications shall be filled from an  
14 eligibility list created by a promotional procedure consisting of a written examination and an  
15 Assessment Center conducted in accordance with this Article.

16  
17 **b) Eligibility**

18 Except as provided by Section 8 of this Article, each promotional examination for the  
19 classification of Commander - Communications shall be only open to each Captain -  
20 Communications who has continuously held that classification for at least two years immediately  
21 before the examination.

22  
23 **c) Written Examination**

24 The Commander - Communications written promotional exam will be conducted in  
25 accordance with this Article. Candidates who pass the written promotional examination with a  
26 minimum score determined and validated by the third party consultant, before the addition of  
27 seniority points, will proceed to the next step of the examination process, which is an  
28 Assessment Center.

29  
30 **d) Assessment Center**

31 The Commander - Communications Assessment Center will be conducted in  
32 accordance with this Article.

33  
34 **e) Seniority**

35 Each candidate shall be entitled to up to a maximum of ten (10) seniority points to be  
36 added to the written exam score, equivalent to one (1) point per year of continuous service prior  
37 to date of the examination, which shall be prorated for partial years.

38  
39 **f) Education**

40 (1) The following education points shall be added to each candidate's written exam  
41 score. These points shall only be added to the Assessment Center score, and only apply to

college degrees from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, or the Western Association of Schools and Colleges. No cumulative points shall be allowed for more than one degree.

- (i) Add 2.0 point for Bachelor Degree
- (ii) Add 4.0 points for Masters Degree

(2) It is the responsibility of the candidate seeking education points to ensure that the Human Resource Section of the Department has the necessary supporting documentation for education points. The documentation must be received by the HR Section no later than 5:00 p.m. on the seventh (7<sup>th</sup>) business day before the written examination is administered. No education points will be counted unless proper documentation is timely received.

**g) Scoring**

After the Assessment Center scoring has been completed for the rank of Commander - Communications, the eligibility list shall be calculated as follows:

<u>Written Examination Points:</u> (See Section 9)		<u>Assessment Center:</u>	
Maximum Exam Points	100	Maximum Points	100
Maximum Seniority Points	<u>+ 10</u>	Maximum Education Points	<u>+ 4</u>
Total Maximum Points:	110	Total Maximum Points	104

**PROMOTION ELIGIBILITY LIST FORMULA  
COMMANDER – COMMUNICATIONS**

$$\begin{aligned}
 & (\text{Written Exam Points} + \text{Seniority}) \div 110 \times 100 \times .50 \text{ (Adjustment Factor)} \\
 & \quad \quad \quad + \\
 & (\text{Assessment Center Points} + \text{Education}) \div 104 \times 100 \times .50 \text{ (Adjustment Factor)} \\
 & \quad \quad \quad = \\
 & \text{Total Points for Promotion List**}
 \end{aligned}$$

\*\*Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tiebreaking rules will be applied if necessary.

1 **PART C. GENERAL PROVISIONS**

2  
3 **Section 7. Division Chief and Assistant Chief**

4 **a) Promotion by Appointment for Division Chief and Assistant Chief**

5 (1) Upon vacancy, positions in the classification of Division Chief shall be filled by  
6 the use of an appointment process. The Chief may appoint a person to the rank of Division Chief  
7 from the rank of Commander. The Chief may remove without cause a person appointed to  
8 Division Chief from the Division Chief position, subject to the person's rights and remedies  
9 under LGC Section 143.014. If, at the end of this AGREEMENT, there is no successor  
10 Agreement, LGC Section 143.014 shall continue to apply to individuals appointed to the rank of  
11 Division Chief during the life of this AGREEMENT.

12  
13 (2) Upon vacancy, positions in the classifications of Assistant Chief shall be filled by  
14 use of the appointment process specified in LGC Sections 143.014 and 143.311. A person  
15 appointed to such positions shall have all rights and remedies afforded under LGC Section  
16 143.014(g)-(h). The Chief may remove without cause a person appointed to Assistant Chief  
17 from the Assistant Chief position, subject to the person's rights and remedies under LGC Section  
18 143.014(g).

19  
20 (3) The employees currently occupying the positions of Division Chief and Assistant  
21 Chief, and the employees appointed to those positions in accordance with this Article, will have  
22 full civil service protection.

23  
24 **b) Eligibility**

25 In addition to the EMS equivalent of qualifications listed in LGC Section 143.014(e),  
26 the Chief shall establish, in writing, any additional required qualifying criteria for persons to be  
27 appointed under this Section.

28  
29 **Section 8. Crossover Transfers and Promotions**

30 **a) Crossover Transfer**

31 (1) A Medic I with a minimum of one (1) year of service within either the Field or  
32 Communications Division, may request a transfer to a Medic I position within the alternate  
33 division. A Medic I wishing to transfer divisions must meet the minimum qualifications for the  
34 alternate division prior to being transferred.

35  
36 (2) A Medic II with a minimum of one (1) year of service as a Medic II within either  
37 the Field or Communications Division, may request a transfer to a Medic II position within the  
38 alternate division. A Medic II wishing to transfer divisions must meet the minimum  
39 qualifications for the alternate division prior to being transferred.

40  
41 (3) A Medic II who has requested a transfer pursuant to this Section shall be placed  
42 on a transfer list in the order in which the transfer request was received by the Department's HR  
43 Manager. In the event of a tie, placement on the list shall be based on tenure in the Department.  
44 The Department may develop additional tiebreakers if necessary. Subject to subsections 4 and 5,

1 an eligible Medic II on the list will be transferred to the next Medic II vacancy in the alternate  
2 division in the order in which he or she was placed on the list.

3  
4 (4) The transfer of a Medic II to the alternate division shall not deny promotional  
5 opportunities otherwise available to a Medic I in that division under the following conditions:

6 (i) A Medic II who has requested a transfer shall not be eligible to fill such  
7 vacancy if, at the time the vacancy is created, a promotional eligibility list  
8 exists for that vacancy.

9 (ii) A Medic II who has requested a transfer shall not be eligible to fill such  
10 vacancy if, at the time the vacancy is created, a qualified Medic I has  
11 registered for the promotional examination for that vacancy in accordance  
12 with Civil Service Commission Rule 7.06, and the registered Medic I  
13 becomes eligible to otherwise promote to such vacancy.

14  
15 (5) Authorization to transfer pursuant to this Section is within the sole discretion of  
16 the Chief.

17  
18 (6) A Medic I who transfers divisions shall not be eligible to promote to the next  
19 highest classification until the person has continuously held the classification of Medic I in the  
20 division to which the person was transferred their new division for at least two (2) one (1) year  
21 immediately before the written examination. For all other purposes, a Medic I who transfers  
22 divisions retains their seniority within the Department.

23  
24 (7) A Medic II who transfers divisions shall not be eligible to promote to the next  
25 highest classification until the person has continuously held the classification of Medic II in the  
26 division to which the person was transferred for at least one (1) year immediately before the  
27 written examination. For all other purposes, a Medic II who transfers divisions retains their  
28 seniority within the Department.

29  
30 (8) A transfer list created under this Section shall survive the expiration of this  
31 AGREEMENT, and shall remain in full force and effect, only if a successor AGREEMENT has  
32 been ratified and is effective on the date after the expiration of this AGREEMENT. Otherwise,  
33 the transfer list shall expire upon the expiration of this AGREEMENT.

34  
35 **b) Voluntary Crossover Demotion and Transfer**

36 (1) A Medic within either the Field or Communications Division may voluntarily  
37 accept a demotion and transfer to a Medic I position within the alternate division. A Medic  
38 wishing to demote and transfer divisions pursuant to this Section must meet the minimum  
39 qualifications for the position in the alternate division prior to being transferred.

40  
41 (2) Authorization for a voluntary demotion and transfer pursuant to this Section may  
42 be delayed or denied if the Chief determines that such demotion and transfer is not in the best  
43 interest of the Department. Reasons for delay or denial include, but are not limited to:

44 (i) Balance of the workforce;

- 1 (ii) The number of vacancies within the affected classifications; or  
2 (iii) Disciplinary reasons  
3

4 (3) A Medic who voluntarily demotes and transfers divisions shall not be eligible to  
5 promote to the next highest classification until the person has continuously held the classification  
6 in the division to which the person was transferred for at least one (1) year immediately before  
7 the written examination. For all other purposes, a person who voluntarily demotes and transfers  
8 divisions retains their seniority within the Department.  
9

10 **c) Crossover Promotion**

11 A Medic I who has continuously held the classification of Medic I in either Field or  
12 Communications Division for at least ~~three (3)~~ two (2) years immediately before the written  
13 examination, may compete in a promotional process for the classification of Medic II within the  
14 alternate division. A Medic I wishing to promote to the alternate division must meet all other  
15 minimum qualifications for Medic II in the alternate division prior to taking the written  
16 examination.  
17

18 **d) Step Placement Following Voluntary Crossover Demotion and Transfer**

19 A Medic who elects to voluntarily demote and transfer to an alternate division shall  
20 remain at the same step placement that the medic held at the time of the voluntary demotion.  
21

22 **e) No Grievance or Appeal**

23 It is expressly understood and agreed that nothing in this Section is subject to the  
24 grievance process set forth in this AGREEMENT, nor may be appealed either to the Civil  
25 Service Commission, a Hearing Examiner, or to District Court.  
26

27 **Section 9. Written Examination Points**

28 a) Except appointments to the classifications of Division Chief and Assistant Chief, all  
29 candidates for promotion shall first take a written examination. The maximum score for the  
30 written examination shall be one hundred (100) points. Each candidate who receives a minimum  
31 score determined and validated by the third party consultant, before the addition of seniority or  
32 education points, if any, shall be determined to have passed the examination. The written  
33 examination shall consist of questions relating to the duties of the rank to be filled, as contained  
34 in reading material selected by the Chief. The CITY must engage an independent consultant to  
35 professionally develop the written examination questions after consultations with the Chief, or  
36 designees, and the Director of Civil Service. The CITY will make a reasonable effort to ensure  
37 that the examination will be validated either before or after the examination is given. Prior to  
38 being administered, the finalized examination shall be kept in a safe and secure manner.  
39

40 b) The CITY shall make reasonable efforts to provide a six (6) month study time window  
41 prior to promotional examinations, but it is recognized that expiration or exhaustion of a list may  
42 necessitate an earlier examination.  
43

1 **Section 10. Assessment Center Process**

2 a) The Assessment Center process shall only apply to candidates for the following  
3 classifications, who pass the written promotional examination, with a minimum score determined  
4 and validated by the third party consultant, before the addition of seniority or education points, if  
5 any:

- 6 (1) Captain – Field
- 7 (2) Commander - Field
- 8 (3) Captain – Communications
- 9 (4) Commander – Communications

10  
11 b) Prior to the written examination being administered, the Chief shall establish  
12 assessment criteria based on job content and responsibility. The Director of Civil Service will  
13 generate a list of consultants, and will review that list with the Chief. The Chief shall also  
14 appoint three (3) members to serve on an Assessment Center Review Committee, (“ACRC”),  
15 plus one (1) alternate. The ASSOCIATION shall also select three (3) individuals to serve on the  
16 ACRC and one (1) alternate. All ACRC members shall be selected from the tested rank or  
17 above. No ACRC member shall be eligible for a promotional process in which they served as a  
18 member. The ACRC shall meet and consider the list of consultants and recommend the  
19 Assessment Center Consultant from the list, subject to Council approval pursuant to CITY  
20 purchasing policies and procedures.

21  
22 c) After the Assessment Center Consultant has been selected, the Consultant will orient  
23 the ACRC. The Consultant will confer with both the Chief and the ACRC on the needs or issues  
24 affecting the design of the Assessment Center. Any input from the ASSOCIATION will be  
25 summarized by the ACRC and made available to anyone who requests it. The Consultant shall  
26 make all final decisions concerning the design and implementation of the Assessment Center.

27  
28 d) The consultant will design the Assessment Center from among the following exercises:

- 29 In Basket
- 30 Problem Solving/Analysis
- 31 Written and Oral Resumes/Structured Interviews
- 32 Role Playing
- 33 Memo/Report Writing
- 34 Oral Presentation/Plan Preparation
- 35 Staff Meeting
- 36 Special Event/Operations

37  
38 The consultant is not required to utilize all of the exercises, but may select the exercises  
39 or combine the listed exercises into one or more exercises that are best suited for the particular  
40 rank.

41  
42 e) The Consultant also selects the assessors, who shall meet the following criteria:

- 43 (1) Shall not be related to any candidates for promotion;

- 1 (2) Shall not be known to, beyond mere acquaintance, any candidates for promotion;  
2 (3) Shall have two (2) years of experience in the promoted or equivalent rank, and  
3 (4) Shall not be a current or former employee of the City of Austin.  
4

5 f) The Consultant shall conduct an orientation for candidates prior to administering the  
6 Assessment Center. The Consultant may deem the orientation mandatory, and all candidates  
7 must attend in order to participate, if it is declared mandatory. If the consultant deems an  
8 orientation to be mandatory, at least two (2) orientations shall be scheduled. If a mandatory  
9 orientation is scheduled during a candidate's work time, he/she will be permitted to attend.  
10

11 g) The assessors selected by the Consultant will assess the candidates for the rank. The  
12 assessors shall award up to one hundred (100) points to each candidate participating in the  
13 Assessment Center. The assessment sessions will be videotaped, and candidates may review  
14 their own session pursuant to procedures established by the Director of Civil Service, provided  
15 that candidates are given up to four (4) hours, which may be provided in smaller increments of  
16 time, to review their assessment session. The Director of Civil Service shall make available  
17 blocks of time for candidates to review examination results from 8:00 a.m. to 5:00 p.m., and at  
18 least two (2) evening options until 10:00 p.m. shall be provided. However, these time periods  
19 need not be kept available or staffed unless the times are reserved in advance. Examination  
20 reviews will be conducted on the candidate's off-duty time. Copies of the videotapes will not be  
21 given to the candidate. Nothing in the Assessment Center process may be appealed either to the  
22 Civil Service Commission, a Hearing Examiner, or to District Court.  
23

24 h) To remain in the process, all candidates must complete the Assessment Center, which  
25 may be administered on the same day or consecutive days depending on the number of qualified  
26 applicants. There is no minimum passing score on the Assessment Center.  
27

## 28 **Section 11. Eligibility Lists**

29 a) All promotional eligibility lists created under this Article shall be constructed, with the  
30 highest total score being ranked number one and descending in numerical order.  
31

32 b) All promotional eligibility lists shall be valid for twenty-four (24) months from the date  
33 that the eligibility list is initially posted, even after termination of this AGREEMENT.  
34

35 c) If a written promotional examination for a rank has been given prior to the expiration of  
36 this AGREEMENT, the promotional process for that rank may continue to completion, the  
37 expiration of this AGREEMENT notwithstanding, and the resulting eligibility list shall have a  
38 life of twenty-four (24) months from the eligibility list is initially posted. In the event of any  
39 occurrence which results in a change to the eligibility list, the changed list shall be effective on  
40 the day the original list was effective, even after termination of this AGREEMENT. In the event  
41 of a clerical or electronic error in computing the test scores, the expiration date of any  
42 promotional examination eligibility list may be amended by written agreement between the  
43 President of the ASSOCIATION and the City Manager.  
44

1 **Section 12. Appeals Criteria Committee**

2 a) An Appeals Criteria Committee (ACC) shall determine the criteria for what may be  
3 appealed to the Civil Service Commission following all written promotional examinations. The  
4 ACC shall establish appeal criteria which will be used for all written examinations held during  
5 the term of this Agreement. The ACC, composed of seven (7) individuals, shall be appointed as  
6 follows:

- 7 (1) Three (3) members appointed by ASSOCIATION, each having taken at least one  
8 (1) promotional exam;  
9 (2) Two (2) members appointed by the Chief, each having taken at least one (1)  
10 promotional exam;  
11 (3) One (1) member appointed by the Director of Civil Service; and  
12 (4) One (1) member appointed by the Chair of the Civil Service Commission.  
13

14 b) A simple majority of the ACC shall approve the criteria. The Chief may reconvene the  
15 ACC if, after an eligibility list has been established, it appears that clarification or modification  
16 of the criteria is warranted. The criteria approved by the ACC shall not be appealable to either  
17 the Civil Service Commission, a Hearing Examiner, or to District Court.  
18

19 **Section 13. Appeal Process after Written Examination**

20 Within 72 hours after a promotional examination is held, the Commission shall post the  
21 individual raw scores. Any candidate who has taken a written promotional examination may,  
22 within seven (7) City of Austin business days of the posting of the written promotional exam  
23 results, review his/her examination results. The process shall be established by the Director of  
24 Civil Service; provided, however, that each candidate who has taken a promotional examination  
25 may have up to four (4) hours to review his/her examination, write, and submit the appeal, if any,  
26 which must be based on the appeal criteria approved by the ACC. Once an appeal is filed, it  
27 shall be assigned a number and processed anonymously. The candidate may obtain a copy of his  
28 or her appeal. The Director of Civil Service shall make available blocks of time for candidates to  
29 review examination results from 8:00 a.m. to 5:00 p.m., and evening options until 10:00 p.m.  
30 shall be provided. However, these time periods need not be kept available or staffed unless the  
31 times are reserved in advance. Examination reviews will be conducted on the candidate's off-  
32 duty time. There will be no appeal to the Civil Service Commission, a Hearing Examiner, or to  
33 District Court of any facet of the examination review process.  
34

35 **Section 14. Review by Employee Review Committee**

36 a) An Employee Review Committee (ERC) will be appointed to screen written  
37 examination appeals to the Civil Service Commission, applying the criteria established by the  
38 ACC to determine which appeals should be rejected because they do not meet the criteria.  
39 Assuring for diversity as is practical and possible the ERC shall be comprised of five (5)  
40 members as follows:

- 41 (1) Four (4) members of the rank of the promotional exam or higher, two (2) each  
42 appointed by the ASSOCIATION and the Chief; and  
43  
44 (2) One (1) member appointed by the Director of Civil Service.

1  
2 b) Appeals may advance from the ERC to the Civil Service Commission by a vote of a  
3 simple majority of the ERC. The ERC will not make any statement, assertion, or  
4 recommendation regarding the validity of an appeal or subsequent Civil Service Commission  
5 action. There will be no appeal to the Civil Service Commission, a Hearing Examiner, or to  
6 District Court of the ERC's examination appeal determinations or from the Civil Service  
7 Commission's written examination appeal decisions.  
8

9 **Section 15. Time Limit to Fill Vacant Positions**

10 It is expressly understood and agreed that during the term of this AGREEMENT, the  
11 provisions in Chapter 143.036(d) and (e) and 143.014(f) of the Local Government Code  
12 prescribing time limits for filling vacancies shall be expanded to one hundred and twenty (120)  
13 calendar days after the date the vacancy occurs. This Section shall only apply to the filling of  
14 vacancies in the following classifications:

- 15 (1) Captain – Field
- 16 (2) Commander – Field
- 17 (3) Captain – Communications
- 18 (4) Commander – Communications
- 19

20 **Section 16. Committee on the Assessment Center Process**

21 The CITY and the ASSOCIATION shall each appoint two (2) persons to a committee that  
22 shall schedule a meeting with the participants in each Assessment Center process to discuss the  
23 strengths and weaknesses perceived by the participants, after completion of the process. The  
24 Committee may recommend changes in the procedures set out in this Agreement.  
25

26 **Section 17. Military Promotions/Demotions**

27 The following changes are made to Sections 143.036 and 143.072 of the Texas Local  
28 Government Code:

29 a) When a Medic is promoted as the result of a vacancy created by a military leave of  
30 absence, and the Medic on military leave returns to active duty in the Department, the person  
31 who filled the most recent vacancy at that rank shall be the one who is demoted to the next  
32 lowest classification and placed on a reinstatement list, with such rights as prescribed in this  
33 Article.  
34

35 b) The same result applies to all other promotions in lower ranks which resulted from the  
36 first promotion and subsequent demotion.  
37

38 c) All other provisions of Sections 143.036 and 143.072 not specifically changed by this  
39 Agreement shall remain in effect.  
40

41 **Section 18. Vacancy Created by Indefinite Suspension**

42 a) Notwithstanding any provision in this Article or any provision in Local Government  
43 Code Chapter 143, an indefinite suspension of a Medic (despite any pending appeal) shall create

1 a vacancy, but shall not expand the size of the classified service. In the event that an indefinite  
2 suspension is overturned on appeal and the Medic is reinstated to active duty in the Department,  
3 the person who filled the most recent vacancy at that rank shall be the one who is demoted to the  
4 next lowest classification and placed on a reinstatement list, with such rights as prescribed in this  
5 Article.

6  
7 b) The same result applies to all other promotions in lower ranks which resulted from  
8 the first promotion and subsequent demotion.

9  
10 **Section 19. Failure to Timely Credential after Promotion or Crossover Transfer**

11 a) If a person fails to credential to unrestricted status by the Medical Director within the  
12 established time period following a crossover promotion or crossover transfer, the person shall  
13 be demoted to the position held at the time of the promotion or transfer. A demotion under this  
14 Section shall not expand the size of the classified service.

15  
16 b) If a vacancy exists in the classification to which a person is demoted under this Section,  
17 the person shall fill the vacancy. If no vacancy exists, the person who filled the most recent  
18 vacancy at that classification shall be the one who is demoted to the next lowest classification  
19 and placed on a reinstatement list, with such rights as prescribed in this Article.

20  
21 c) The same result applies to all other promotions in lower ranks that resulted from the  
22 first promotion and subsequent demotion.

23  
24 d) A demotion under this Section shall not be appealable either to the Civil Service  
25 Commission, a Hearing Examiner, or to District Court.

26  
27 **Section 20. Reinstatement List**

28 a) There shall be only one reinstatement list for each classification for persons demoted by  
29 virtue of Sections 17, 18 and 19 of this Article.

30  
31 b) Any person placed on a reinstatement list pursuant to Section 17, 18 and 19 of this  
32 Article shall remain on the list indefinitely.

33  
34 c) Persons on the list shall be entitled to reinstatement to the classification from which  
35 they were demoted in the same order as the demotion occurred, which results in the last demoted  
36 at that rank being the first reinstated. Reinstatements must occur off of the reinstatement list for  
37 that classification before any promotions from a promotional eligibility list. Until such  
38 reinstatements occur and the reinstatement list is exhausted, there shall be no "vacancy" created  
39 at that classification for the purpose of any promotional eligibility list.

40  
41 d) Except for persons eligible for reinstatement at an entry classification, time spent on a  
42 reinstatement list shall not be considered a break in service for civil service purposes, including,  
43 but not limited to eligibility for future promotional examinations. Reinstatement is subject to  
44 successful completion of the OMD re-credentialing process.

1 **Section 21. Effect on Current Eligibility Lists**

2 It is expressly understood and agreed that the promotional process set out in this Article  
3 shall not apply to persons in a promotional process initiated prior to the effective date of this  
4 Agreement, and shall not extend the expiration date of an existing Eligibility List.

5  
6 **Section 22. Effect of Contract Expiration**

7 The provisions of this Article shall remain in full force and effect after expiration of this  
8 AGREEMENT as to:

- 9 a) All promotional eligibility lists created during this AGREEMENT; and  
10 b) All reinstatement lists created pursuant to this Article.

11  
12  
13  
14  
15  
16 **PART D. EMT-P CERTIFICATION PROGRAM**

17  
18 **Section 23. Purpose**

19 The EMT-P Certification Program (the “Certification Program”) established by this Article  
20 promotes the City’s goals of improving customer service and investing in the workforce by  
21 providing assistance to employees who take ATCEMS career-enhancing courses designed to  
22 obtain Texas Department of State Health Services (TDSHS) certification as an Emergency  
23 Medical Technician-Paramedic (EMT-P).

24  
25 **Section 24. Definitions**

26 In Part D of this Article:

27 a) “Emergency Medical Technician-Paramedic” or “EMT-P” shall have the same meaning  
28 as provided by the Texas Administrative Code, Title 25, Part 1, Chapter 157, Subchapter A, Rule  
29 157.2 (35).

30  
31 b) “Emergency Medical Technician-Paramedic certification” or “EMT-P certification”  
32 means certification by the Texas Department of State Health Services at the EMT-P level.

33  
34 c) “Certification Program” means a Department designated program of course work and  
35 field/clinical experience required by the current national paramedic education standards and  
36 competencies in the National EMS Education Standards, as defined by DOT, to become eligible  
37 for certification as an EMT-P.

38  
39 d) “Tuition cost” means the cost per student, as determined by the Department, of the  
40 Certification Program.

41  
42 **Section 25. Eligibility Requirements**

1        a) This Certification Program is available to all Medics that:

2            (1) Have successfully completed their probationary period.

3            (2) Have a current EMT or EMT-I certification from the TDSHS or current EMT,  
4            EMT-I or AEMT certification from the National Registry, and

5            (3) Have not obtained TDSHS or National Registry certification as an Emergency  
6            Medical Technician-Paramedic or Licensed Paramedic.

7  
8        b) Notwithstanding subsection (a), this Certification Program is not available to any  
9        Medic that:

10           (1) Has received a disciplinary suspension in the six (6) months immediately  
11           preceding the date of the Certification Program, or

12           (2) Has a Modified Credential Status by the Office of Medical Director.

13        c) Eligible Medics who apply for placement in the Certification Program shall take an  
14        assessment test developed by the Department. Medics shall be placed on the eligibility list in  
15        numerical order of each Medic's raw score from the assessment test, with the highest score being  
16        first on the list. There shall be no cut score. In the event of a tie placement on the list shall be  
17        based on tenure in the Department. The Department may develop additional tiebreakers if  
18        necessary. Each eligibility list created for placement in the Certification Program shall be  
19        effective only for that Certification Program.

20  
21        **Section 26. The Certification Program**

22        a) The Department will conduct at least one (1) Certification Program prior to the  
23        expiration date of this Agreement. Participation in the Certification Program is voluntary and  
24        shall not be counted as on-duty regular hours. A participating Medic shall not be compensated  
25        for time spent outside of on-duty regular work hours in connection with the Certification  
26        Program.

27  
28        b) This Article shall apply only to a Certification Program designated by the Department.

29  
30        c) The number of participants in the designated Certification Program shall not exceed  
31        fifteen (15) Medics per fiscal year.

32  
33        **Section 27. Two Year Service Requirement and Tuition Cost Reimbursement**

34        a) Requirements for continued service with the CITY are an assurance that the CITY will  
35        benefit from employee participation in this Certification Program. A two (2) year service  
36        requirement begins on the date the Medic begins the Certification Program.

37  
38        b) If a Medic leaves employment with the Department *for any reason*, other than a  
39        compensable line of duty injury or illness, before the Medic's service requirement is completed,  
40        the Medic must reimburse the CITY all or part of the Certification Program tuition cost in one of  
41        the following ways:

42           (1) If the Medic has worked for the less than one year of the service requirement, the

1 Medic shall reimburse the CITY the full amount of the Medic's tuition cost.

2  
3 (2) If the Medic has worked at least one year, but less than two years, of the service  
4 requirement, the Medic will reimburse the CITY 50% of the amount of the  
5 Medic's tuition cost.

6  
7 (3) Each Medic shall be provided in writing the amount of the tuition cost at least 14  
8 days before the Medic begins the Certification Program.

9  
10 A Medic who is reinstated from an indefinite suspension by the Civil Service  
11 Commission, a Hearing Examiner, or final court order shall not be required to reimburse the City  
12 for any amount of the Medic's tuition cost.

13  
14 c) If a Medic fails to successfully complete the Certification Program, the Medic shall  
15 reimburse the CITY the full amount of the Medic's tuition cost.

16  
17 d) If a separation of service or termination of employment occurs (voluntary or  
18 involuntary) and a reimbursement amount is owed by the Medic, and the Medic does not  
19 otherwise repay the amount, the Medic agrees to have the reimbursement amount deducted from  
20 the Medic's paycheck(s) and/or monies owed for accumulated benefits that are paid after the  
21 termination decision occurs. To facilitate such payment on the part of the Medic, he/she shall  
22 submit, at the time the Medic begins the Certification Program, a signed payroll deduction  
23 agreement authorizing the above deductions. The failure to submit a payroll deduction  
24 agreement shall not waive the CITY'S right to reimbursement.

25  
26 e) A service requirement is *not* an assurance of continued employment by the City.

27  
28 **Section 28. Medic Work and Certification Program Schedules**

29 The Certification Program will typically be scheduled during non-working hours. If a  
30 Certification Program schedule would interfere with the Medic's work schedule, the Department  
31 will attempt to accommodate the Medic's work and Certification Program schedule subject to the  
32 operational and staffing needs of the Department. Final approval for flexible scheduling will be  
33 at the discretion of the Chief.

34  
35 **Section 29. Continuing Education**

36 a) Mutual Interest

37 The ASSOCIATION and the CITY share a mutual interest in the continuing education  
38 of EMS personnel for quality improvement, operational needs, changes in the practice of  
39 medicine and recertification of licenses. Both Parties recognize that the creation, planning,  
40 development and delivery of continuing education is a management right.

41 b) National Registry EMT Recertification

42 The Department is committed to continuing to provide a curriculum consistent with  
43 National Registry EMT recertification of its personnel. To that end and consistent with the  
44 continuing education curriculum implemented in FY 2015-2016, the Department will include

1 continuing education that meets recertification requirements for National Registry EMT in FY  
2 2016-2017. Not all recertification courses will be offered per fiscal year and the City shall not be  
3 required to meet the recertification timing needs of any individual Medic. At the Department's  
4 discretion, such courses may be included in the Department's mandatory continuing education or  
5 may be offered on a voluntary basis. The Department will provide at least two National  
6 Standards courses during the Department's mandatory continuing education. If offered on a  
7 voluntary basis, time spent outside of on-duty regular work hours in connection with these  
8 courses shall not be counted as on-duty regular hours and a participating Medic shall not be  
9 compensated for such hours.

10

1  
2 **AMENDMENT SECTION 2:**

3  
4 Article 13 of the AGREEMENT is hereby amended to read as follows:  
5

6  
7 **ARTICLE 13**  
8 **HIRING PROCESSES**  
9

10 **Part A. Application of Chapter 143 Processes**

11 The ASSOCIATION, recognizing the CITY'S need for flexibility in the hiring process,  
12 hereby agrees to the deviations from Chapter 143 hiring procedures specifically authorized by  
13 this Article. Except as allowed by this Article, the CITY will comply with the hiring procedures  
14 specified in Chapter 143, and retains all prerogatives granted to it by the statutory procedures.  
15

16 **Part B. Initial Hiring Process**

17  
18 **Section 1. Submission of Proper Application**

19 a) In order to be considered for the position of Medic I each applicant must first submit a  
20 proper application as defined by the Department. A proper application shall include, but not be  
21 limited to, information on personal history, criminal history, driving record and age. The  
22 information submitted shall be used by the Department to determine whether the applicant meets  
23 the minimum qualifications to proceed to the testing phase of the process.  
24

25 b) The Chief shall establish the eligibility requirements for applicants for the position of  
26 Medic I, consistent with Chapter 143 and this Agreement.  
27

28 **Section 2. Screening and Testing of Applicants**

29 a) The Chief will develop and implement the screening and testing procedures used to  
30 determine whether an applicant will be offered a position as a Medic I in an EMS Academy. The  
31 screening and testing procedures will include, at a minimum, a structured Oral Interview Board  
32 and a background investigation. Nothing in this Agreement or in Chapter 143 will restrict the  
33 nature of the tests administered to applicants or the procedures used to administer those tests.  
34

35 b) Applicants who successfully complete all of the screening and testing procedures will  
36 be placed on an eligibility list per Department policy. Applicants on the eligibility list may be  
37 offered a position as a Medic I in an EMS Academy.  
38

39 c) Each eligibility list created as a result of the process described in this Section shall  
40 remain effective for twenty-four (24) months after certification by the Director of Civil  
41 Service Commission, or his or her designee.  
42

43 **Section 3. Internship Program**

44 The Department may create and implement an Internship Program for individuals who are

1 interested in becoming a Medic I. Anyone admitted into the Internship Program must pass the  
2 same screening and testing procedures as applicants for the position of Medic I, either at the  
3 beginning or at the end of their participation in the Program. The duration of the Internship  
4 Program will be at least the equivalent of a college semester. Any intern who successfully  
5 completes the Internship Program shall be placed at the top of the current or next eligibility list  
6 for hire as a Medic I. Up to fifty percent (50%) of each Academy class may consist of interns  
7 who successfully completed the Internship Program.

8  
9 **Section 4. Effect on Present Medic I Classes**

10 It is specifically understood and agreed that the hiring process set out in this Agreement  
11 shall not apply to persons hired before the effective date of this Agreement.

12  
13 **Section 5. Probationary Period**

14 The "at will" probationary period of individuals filling beginning positions in the EMS  
15 Department shall begin, under this Agreement, on the date the Medic I is hired and shall end at  
16 the expiration of twelve (12) months. Any leave taken by a probationary Medic I, including but  
17 not limited to injury leave, FMLA leave, or sick leave, shall extend this probationary period by  
18 the length of the leave taken. (Approved vacation leave, other than FMLA, will not so extend the  
19 probationary period.)

20  
21  
22 **Part C. Modified Hiring Process**

23  
24 **Section 1. Applicability**

25 ~~The Modified Hiring Process applies only to the hiring of individuals with 911 EMS~~  
26 ~~communications experience for the Communications Division or 911 EMS transport experience~~  
27 ~~for the Field Division.~~

28 a) Field Division

29 The Modified Hiring Process for the Field Division applies only to the hiring of  
30 individuals that, as of their date of their application, have a current Texas Department of State  
31 Health Services certification as an Emergency Medical Technician-Paramedic or Licensed  
32 Paramedic.

33  
34 b) Communications Division

35 The Modified Hiring Process for the Communications Division applies only to the  
36 hiring of individuals that have 911 communications experience.

37  
38 **Section 2. Eligibility Requirements**

39 a) Except as noted within this Article:

40 (1) The Chief shall establish the eligibility requirements for applicants for the  
41 Modified Hiring Process.

42 (2) The requirements need not be the same as those established by Chapter 143 or

1 those applicable to applicants for the position of Medic I, except as noted within  
2 this Article.

3  
4 b) The Chief or the Chief's designee may, at his or her sole discretion, deny the  
5 application of any applicant for the Modified Hiring Process and may determine whether a  
6 particular applicant meets the eligibility requirements in accordance with the provisions in this  
7 Article.

8  
9 **Section 3. Selection and Placement**

10 a) The Chief shall establish the selection criteria and procedures for the Modified Hiring  
11 Process. The criteria need not be the same as those established by Chapter 143 or those  
12 applicable to applicants for the position of Medic I in the Department's regular Academy.  
13 Applicants who meet the selection criteria and procedures may be hired without being placed on  
14 an eligibility list.

15  
16 b) Upon hire, the applicant will be placed in the position of Medic I regardless of any rank  
17 or position the individual previously held in another agency.

18  
19 **Section 4. Modified Hiring, Training and Probation**

20 a) The Chief shall establish the training requirements for individuals hired through the  
21 Modified Hiring Process. All individuals hired through the Modified Hiring Process must  
22 successfully complete the training established by the Chief.

23  
24 b) Each individual hired through the Modified Hiring Process shall successfully complete  
25 a probationary period of at least twelve (12) months from date of hire.

26  
27 **Section 5. Civil Service Status**

28 a) An individual who successfully completes the probationary period will become a full-  
29 fledged civil service employee with civil service protection. Until completion of probation, each  
30 Medic I hired through this Modified Hiring Process is an at-will employee who may be  
31 discharged by the Chief at any time, without right of appeal.

32  
33 b) Until completion of probation, a Medic I hired through the Modified Hiring Process is  
34 excluded from the coverage of discipline or grievance Articles in this Agreement.

35  
36 **Section 6. Pay and Seniority**

37 a) ~~The Chief may determine~~ beginning pay rate for each Medic I hired through the  
38 Modified Hiring Process Any pay rate established by the Chief shall not exceed shall be that of a  
39 Medic I with two (2) years' experience in the Department.

40  
41 b) Regardless of the pay rate established for each Medic I hired through the Modified  
42 Hiring Process, seniority for purposes of longevity pay shall begin on the date of hire as a Medic  
43 I with the Department.

1 c) Movement through the pay schedule shall not take into account initial placement in the  
2 step plan, but shall only be based on time in service.

3  
4 **Section 7. Promotional Eligibility**

5 A Medic I hired through the Modified Hiring Process must meet the same promotional  
6 eligibility requirements as a Medic I hired through the Department's regular initial hiring  
7 process.

8  
9 **Section 8. Implementation**

10 The Modified Hiring Process described by this Article may be used at any time, for any  
11 number of applicants, as authorized by the Chief.

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13  
14 **Part D. Additional Provisions**

15  
16 **Section 1. Benefit of the Bargain**

17 The ASSOCIATION and the CITY share the goal of recruiting and hiring the most  
18 qualified applicants to become Medic I personnel. The parties agree that the degree of flexibility  
19 incorporated into this Article is of benefit to both parties.

20  
21 **Section 2. Effect of Contract Expiration**

22 The provisions of this Article shall remain in full force and effect after expiration of this  
23 Agreement as to:

24 a) Any hiring process which has been commenced in substantial reliance upon the  
25 provisions of this Article;

26  
27 b) The length of the "at will" probationary period for individuals in that status prior to the  
28 expirations of this Agreement;

29  
30 c) Any eligibility list created under the terms of this Article will remain in effect for 24  
31 months, notwithstanding the expiration of this Agreement;

32  
33 d) Any interns who are participating in the Internship Program at the expiration of this  
34 Agreement may be placed at the top of the first eligibility list created after expiration of this  
35 Agreement.

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37 **Section 3. Preemption**

38 Nothing in this Article shall prevent the CITY from complying with any provision of  
39 federal law in connection with the hiring process.

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**TENTATIVELY AGREED:**

Date: June 8, 2016

ATCEMSEA

City of Austin

\_\_\_\_\_  
Tony Marquardt  
Chief Negotiator

\_\_\_\_\_  
Tom Stribling  
Chief Negotiator